

AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
BETWEEN
EFFINGHAM COUNTY
AND
EFFINGHAM COUNTY HOSPITAL AUTHORITY

THIS AMENDED AND RESTATED CONTRACT, made and entered into as of _____, 2022, by and between EFFINGHAM COUNTY (the “**County**”), a political subdivision of the State of Georgia, and the EFFINGHAM COUNTY HOSPITAL AUTHORITY (the “**Authority**”) a body corporate and politic of the State of Georgia (*capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the hereinafter defined Resolution*):

WITNESSETH:

WHEREAS, pursuant to the provisions of the Hospital Authorities Law of Georgia, codified in Official Code of Georgia Annotated § 31-7-70, *et seq.* (the “**Hospital Authorities Law**”), the Authority was activated by a resolution adopted on February 6, 1968 by the governing body of Effingham County at the time of such activation, and the Authority has been and is now legally created, existing, and operating in accordance with all of the terms and provisions of the Hospital Authorities Law and will continue to comply with all of the requirements thereof; and

WHEREAS, the Hospital Authorities Law grants to the Authority the power to acquire, construct, and equip hospitals and other public health facilities for the use of patients and officers and employees of any institution under the supervision and control of the Authority or leased by the Authority for operation by others, to promote the public health needs within its area of operation and all utilities and facilities deemed by the Authority necessary or convenient for the efficient operation thereof, and the power to establish rates and charges for the services and use of the facilities of the Authority; and

WHEREAS, pursuant to the duties and powers granted to the Authority by the Hospital Authorities Law, the Authority heretofore acquired, constructed, and equipped and now owns Effingham Hospital (the “**Hospital**”), which includes four family medicine locations, two imaging centers, women’s health center, a skilled nursing facility, and other related facilities (together the “**System**” or “**Health Care System**”) in the County; and

WHEREAS, the Health Care System is currently operated by Effingham Hospital, Inc., a Georgia non-profit corporation (“**Effingham Hospital, Inc.**”), pursuant to a Lease and Transfer Agreement between the Authority and Effingham Hospital, Inc. dated as of November 1, 2016, (the “**Lease**”); and

WHEREAS, the Hospital Authorities Law authorizes the Authority to issue revenue anticipation certificates or other evidences of indebtedness for the purpose of paying all or any part of the cost of acquiring, constructing, and equipping, and other charges incident thereto in

connection with any facilities or project, and for the purpose of refunding outstanding certificates of the Authority and, as security for repayment of its revenue anticipation certificates, to mortgage, pledge, or assign any revenue, income, tolls, charges, or fees received by Authority and to hypothecate any revenues received from political subdivisions; and

WHEREAS, pursuant to a bond resolution adopted by the Authority on October 28, 2010 (the “**2010 Resolution**”), and a Trust Indenture, dated as of December 1, 2010 (the “**2010 Indenture**”), between the Authority and U.S. Bank National Association, as trustee (the “**Trustee**”), the Authority issued on December 30, 2010, its HOSPITAL AUTHORITY OF EFFINGHAM COUNTY FEDERALLY TAXABLE RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS – DIRECT PAY (GNMA COLLATERALIZED – EFFINGHAM HOSPITAL PROJECT), SERIES 2010A (the “**Series 2010A Bonds**”), in the aggregate principal amount of \$28,640,000, to provide funds needed to pay the cost, in whole or in part, of financing the costs of the acquisition, construction, renovation, equipping and installing of certain additions, extensions and improvements to the Hospital; and

WHEREAS, pursuant to a resolution adopted by Effingham Hospital, Inc. on January 26, 2021, Effingham Hospital, Inc. has entered into a variable rate revolving line of credit loan in the amount of \$3,500,000 with Truist Bank, dated April 12, 2021 (the “**Letter of Credit**”), which is currently outstanding in the principal amount of \$3,498,500, the proceeds of which were used by Effingham Hospital, Inc. to purchase a building for a pediatric center and approximately 33 acres of undeveloped real property for future expansion of the Health Care System (the “**2021 Project**”); and

WHEREAS, after thorough investigation and study, the Authority has determined that in order to continue to provide necessary and proper medical care and hospitalization to the citizens within its area of operation, including the County’s indigent sick persons, it is necessary and desirable to make certain additions and improvements to the Health Care System to include the phase I build-out of the pediatric center, completion of HVAC system improvements, and electric repairs to include a replacement nurse call system at an approximate cost of \$1,818,000 (collectively, the “**2022 Project**”); and

WHEREAS, the Board of Commissioners of Effingham County, the governing body of the County, entered into an intergovernmental contract with the Authority on October 19, 2010, effective December 30, 2010 (the “**2010 Contract**”), and in consideration of the services of the Authority to the indigent sick of the County, under the 2010 Contract the County shall provide monthly payments to the Authority as may be necessary to assure the continuous operation of the Health Care System in the minimum amount of \$300,000 per month, totaling \$3,600,000 per year, at such rate or rates, not to exceed two (2) mills per annum to provide such payment; and

WHEREAS, the 2010 Contract was amended and restated on December 15, 2020 and on October 5, 2021, respectively (together, the “**Contract Amendments**”), in anticipation of another proposed refinancing of the Series 2010A Bonds and to finance certain other capital projects; however, said amendments, although executed, never became effective because the Authority and County chose not to proceed with such refinancing or projects; and

WHEREAS, it is now proper that the Authority and County hereby declare that the Contract Amendments are hereby null and void and of no effect whatsoever; and

WHEREAS, the Authority has determined further that it is in its best interests to issue its HOSPITAL AUTHORITY OF EFFINGHAM COUNTY REFUNDING AND IMPROVEMENT REVENUE ANTICIPATION CERTIFICATE, SERIES 2022, in the principal amount of \$_____, (the “**Series 2022 Certificate**”) for the purpose of (i) currently refunding and redeeming the outstanding Series 2010A Bonds, (ii) providing funds to acquire the 2021 Project from Effingham Hospital, Inc., (iii) financing the acquisition, construction and equipping of the 2022 Project, and (iv) paying the costs of issuance of the Series 2022 Certificate; and

WHEREAS, pursuant to a resolution adopted by the Authority on _____, 2022 (the “**Resolution**”), the Authority authorized the issuance of the Series 2022 Certificate as a single-instrument certificate in the principal amount of \$_____ and initially registered in the name of the _____, as the initial purchaser of the Series 2022 Certificate; and

WHEREAS, the Board of Commissioners of Effingham County has indicated its willingness to take such actions as may be required for the Authority to issue the Series 2022 Certificate authorized by the Resolution, including the execution of this Amended and Restated Contract (this “**Contract**”) in consideration of the services of Health Care System to the indigent sick of the County, and pursuant to this Contract will covenant and agree that should the Gross Revenues (as defined in the Resolution) of the Health Care System be insufficient to pay the principal of and premium, if any, and interest on the Series 2022 Certificate as the same becomes due and payable, it will pay promptly to the Authority the amount of such insufficiency for the purpose of paying such principal of and premium, if any, and interest, up to the maximum millage authorized by the Hospital Authorities Law; and

WHEREAS, the County, in order to allow the Authority to refinance the Series 2010A Bonds and to expand upon the services of the Health Care System in the acquisition of the 2021 Project and the 2022 Project, is willing to enter into this Contract for the benefit of the owner of the Series 2022 Certificate and in consideration of the undertakings of the Authority set forth herein; and

WHEREAS, the parties hereto are specifically authorized to enter into this Contract pertaining to the security for the Series 2022 Certificate pursuant to the provisions of Article IX, Section III, paragraph I(a) of the Constitution of the State of Georgia and the provisions of the Hospital Authorities Law; and

WHEREAS, the County, acting by and through the Board of Commissioners, desires to enter into this Contract with the Authority for the use of the services and facilities of the Authority, all in the best interest of the residents of the County entitled to the use of the services and facilities of the Authority;

WHEREAS, it is anticipated that the Gross Revenues (as defined in the Resolution) of the Health Care System, as it presently exists and as it hereafter shall be added to, extended, improved, and equipped, will be sufficient to pay the Debt Service (as defined in the Resolution) on the Series

2022 Certificates and the Operating Expenses (as defined in the Resolution) without the necessity of any payments by the County pursuant to this Contract; and

WHEREAS, if for any reason such revenue projections are not met, it is the intent of the parties hereto that the services and facilities of the Health Care System shall remain available to the citizens of the County and, regardless thereof, that the payments covenanted herein to be made by the County shall provide for payment of the Debt Service on the Series 2022 Certificate and the Operating Expenses of the System.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth, it is agreed by and between the County and the Authority, each acting by and through its duly authorized officers, pursuant to resolutions duly adopted and properly passed, as follows:

Section 1. Term of the Contract. This Contract shall be the binding obligation of the parties hereto from and after its execution by the parties hereto. The term of this Contract shall begin with the issuance and delivery of the Series 2022 Certificate and shall continue in full force and effect until the earlier of (i) April 1, 2037 or (ii) such time as the Series 2022 Certificate as to principal and interest has been paid or until provision is duly made therefor, but in no event shall the term of this Contract exceed 40 years from the effective date hereof.

Section 2. Covenants and Agreements of the Authority.

The Authority covenants and agrees as follows:

(a) The Authority will promptly issue the Series 2022 Certificate and will in every respect comply with all provisions of the Resolution, and will apply the proceeds from the sale of the Series 2022 Certificate for the purpose of (i) currently refunding and redeeming the outstanding Series 2010A Bonds, (ii) providing funds to acquire the 2021 Project from Effingham Hospital, Inc., (iii) financing the acquisition, construction and equipping of the 2022 Project, and (iv) paying the costs of issuance of the Series 2022 Certificate.

(b) Unless default shall have occurred on the part of the County in the performance of the covenants herein contained on its part to be performed, during the term of this Contract the Authority at all times will maintain the Health Care System or cause it to be maintained and available for the use, upon direction and authorization from the proper County authorities, of the properly certified indigent sick and poor of the County requiring hospital care.

(c) So long as this Contract remains in full force and effect, the Authority shall not receive for admittance any indigent person other than a person who is considered medically indigent under regulations and guidelines established from time to time by the Office of Health Planning of Georgia, Department of Community Health, or such other State of Georgia agency as hereafter may succeed to its duties and responsibilities, except in case of emergency, and the Authority shall make no charge for its services to any such persons meeting such criteria except as herein provided. This agreement, however, is not to be construed as preventing the Authority from accepting any voluntary payments which any such patients receiving treatment or who use the

Health Care System may wish to make on their own behalf or as prohibiting it from collecting any hospitalization, accident, health or other type insurance or governmental program of which such person may be a beneficiary, or from asserting its statutory hospital lien against any recovery to which such person may be entitled; and provided, further, that nothing herein shall prevent the Authority from making charges for its services when the services are rendered to persons who are not certified as indigent; provided, also, the Authority may make charges for services rendered to certain indigent persons on a *pro-rata* basis where such persons have been certified as being less than 100% indigent under guidelines established by the Office of Health Planning of Georgia, Department of Community Health, or such other State of Georgia agency as hereafter may succeed to its duties and responsibilities. The Authority shall establish policies and criteria to certify indigent patients for treatment at the Health Care System and furnish to the County copies of such policies and criteria as the same may be established or revised from time to time.

(d) So long as this Contract remains in full force and effect, the Authority will maintain ownership of the Health Care System on as economical a basis as is consistent with good practice in similar hospitals. In accordance with the Lease, Effingham Hospital, Inc., shall operate the Health Care System on behalf of the Authority and undertake to operate the Health Care System and to fix its rates, fees, and charges so as to produce Gross Revenues sufficient to (i) pay the Debt Service on the Certificates as the same becomes due and payable, (ii) pay the Operating Expenses of the Health Care System, (iii) pay the Debt Service Reserve Requirement if a Debt Service Reserve Fund is established under the Resolution, and (iv) provide for the establishment and maintenance of a Renewal and Extension Fund and such other reasonable reserves as the Authority may deem advisable, and, thereby, to the extent it is able to do so, reduce the amount of the payments which otherwise might be required of the County, from time to time, pursuant to the provisions of this Contract. As between the parties hereto, the Authority shall be and remain the final arbiter and judge as to whether any proposed revision of its rates, fees, and charges referred to in this paragraph will be consistent with its obligation to provide medical care and hospitalization to the County's indigent sick and otherwise to provide for the other public health and welfare needs of the County. The Authority agrees to maintain, or cause to be maintained on its behalf, complete and adequate records, not only concerning the care and treatment of patients, but also of administrative, clerical, and financial affairs of the Health Care System, and any information disclosed by such records reflecting upon the financial responsibility and eligibility of patients for assistance in any form from the County or from any public or private agency shall be made available to the County or public agency and shall be made available to such private agency upon reasonable and proper request therefor being made by or on behalf of the patient in question.

(e) The Authority will cause an audit of its financial affairs, books, and records to be made in accordance with generally accepted accounting principles, or will cause an audit to be made of Effingham Hospital, Inc. as long as the Lease is still in effect, at the end of each fiscal year by an independent certified public accountant or firm of certified public accountants. The complete and final audit report will be submitted to the Authority, with a copy to the Board of Commissioners, on or before 180 days after the close of the Authority's fiscal year. Such audit shall comply in all respects with the Hospital Authorities Law and the provisions of Section 711 of the Resolution. The Authority shall also provide to the County an annual operating budget for each fiscal year of the Authority during the term of this Contract, together with information and data describing the operations of the Health Care System with comparative analysis to other similar

healthcare institutions, on or before August 31 of each year. The Authority shall provide to the County quarterly reviews at a regularly scheduled meeting to demonstrate the cost of the uncompensated care provided by the Authority. Upon request, the Authority will supply the County any interim financial statements which are prepared in the Health Care System's ordinary course of business, and the Authority will make all of the Health Care System's books and records available to the Board of Commissioners at any time, upon reasonable notice.

(f) On March 1 and September 1 in each year during the term of this Contract, or if any such date falls on a Saturday, Sunday or a holiday, then on the next succeeding business day, the Authority shall cause the Sinking Fund Custodian to determine the amount of money then in the Sinking Fund, or on hand in either the Revenue Fund or the Reserve Fund (if established) and available for transfer to the Sinking Fund (the object of said determination being to decrease the obligation of the County to make the payments under Section 3 of this Contract) and available for the payment of the Debt Service coming due on the Certificates on the next Interest Payment Date or Principal Payment Date, and the Sinking Fund Custodian shall notify the Authority and the County, in not less than one business day, of the amount, if any, the County must pay to the Sinking Fund in order for the Authority to comply with the provisions of Section 501 of the Resolution. The Authority shall include in its depositary or custodial agreement with the Sinking Fund Custodian an obligation for the Sinking Fund Custodian to make the determination and provide the notice required by the foregoing provisions of this Section 2(f). If for any reason the Sinking Fund Custodian shall fail to make such determination and provide such notice the Authority shall immediately do so.

(g) All payments made by the County (i) under the provisions of Section 3(c) hereof shall be deposited directly by the County in the Sinking Fund and such funds shall be used only for the payment of the principal of and interest (and redemption premium, if any) on the Certificates as the same become due and the other purposes described in Section 507 of the Resolution, and (ii) under the provisions of Section 3(d) hereof shall be deposited directly by the County in the Revenue Fund and such funds shall be used only for the payment of Operating Expenses of the Health Care System.

(h) The Authority shall not hereafter issue any other obligations of any kind payable from or enjoying a pledge of or lien on the funds authorized to be appropriated and paid by the County hereunder prior or superior to, or on parity with (except as provided in the Resolution), the pledge of or lien thereon for the payment of the Certificates. Nothing contained herein, however, shall restrict the issuance of additional obligations from time to time, at the sole discretion of the Authority, payable from the Gross Revenues of the Health Care System if such additional obligations are in all respects subordinate to the pledge of or lien on said funds and Gross Revenues to the Certificates.

Section 3. Covenants and Agreements of the County.

Effingham County covenants and agrees as follows:

(a) For and during the term of this Contract, the County shall send all of the "indigent," as defined in Section 4(c), entitled to receive hospital care and attention, to the Health Care System

and to no other for the rendition of such care and attention and shall pay for such services so rendered as herein provided.

(b) In order to provide medical care or hospitalization for the indigent sick and others entitled to the use of the services and facilities of the Health Care System, the County, acting by and through its Board of Commissioners, shall appropriate and provide all sums hereinafter agreed upon to pay the cost of the use of the services and facilities of the Health Care System by the County or the residents thereof pursuant to this Contract.

(c) The County shall pay to the Authority for such medical care and hospitalization to be provided at the Health Care System moneys sufficient to provide for the payment of the Debt Service on the Certificates as the same becomes due and payable, in the following manner:

Commencing on or before the third day prior to each Interest Payment Date or Principal Payment Date, for so long as any of the Certificates or the interest thereon remain outstanding and unpaid, the County shall deposit directly into the Sinking Fund, in immediately available funds, the amount set forth in the notice given by the Sinking Fund Custodian to the County pursuant to Section 2(f) hereof, which will be the amount as necessary for the Authority to comply with the provisions of Section 501 the Resolution. If the total of the sums so deposited to the credit of the Sinking Fund at any time shall be less than the amount required, the payment of the difference between the amount so deposited and the required amount shall constitute a continuing obligation of the County until the Sinking Fund is at its proper balance. Said payments made directly to the Sinking Fund Custodian for the account of the Authority shall be deposited into the Sinking Fund so as to assure the availability of moneys to enable the Authority at all times to pay in full the Debt Service on the Certificates as the same becomes due and payable.

Nothing contained herein shall be construed to require the County to make any payments for deposit to the Sinking Fund whenever and for so long as the money on deposit in the Sinking Fund shall be sufficient to pay all outstanding Certificates payable from the Sinking Fund at their respective maturities and the interest which will become due and payable thereon at or prior to their respective maturities or scheduled mandatory redemption dates. The County, at its option, may make additional payments for deposit to the Sinking Fund from any money which may be made available and authorized by law to be paid for such purpose.

(d) In addition to, and subordinate to, any moneys to be paid to the Authority by the County pursuant to the provisions of paragraph (c) of this Section 3, the County shall make additional payments to the Authority as may be necessary from time to time to assure the continued operation, maintenance, and repair of the Health Care System during the term of this Contract. In accordance with the 2010 Contract, the County shall continue to make monthly payments to the Authority in the amount of Three Hundred Thousand and no/100 Dollars (\$300,000.00), totaling Three Million Six Hundred Thousand and no/100 Dollars (\$3,600,000.00) per year (the “**Minimum Amount**”). The Minimum Amount shall be evaluated on an annual basis and may be increased upon mutual agreement of the Authority and the County, but under no circumstances will the Minimum Amount be less than \$3,600,000.00 per year.

(e) The aggregate payments required of the County pursuant to the provisions of paragraphs (c) and (d) of this Section 3 shall not in any calendar year exceed the amount of money which would be produced by the levy of a tax at the maximum millage rate now or hereafter permitted pursuant to the provisions of the Hospital Authorities Law. The aggregate amount of any such anticipated payments by the County in any year shall be determined, to the extent practical, in advance by the parties hereto in conjunction with the preparation of the Health Care System's budget for each succeeding fiscal year.

(f) The County shall levy annually during the term of this Contract an *ad valorem* tax, exclusive of all other taxes which may be levied by the County, upon all the taxable property in the County in such amount within the maximum millage limit authorized by the Hospital Authorities Law, as may be necessary to make the payments called for by this Contract. Nothing herein contained, however, shall be construed as limiting the right of the County to pay its obligations hereunder assumed out of its general funds or from other sources available to it.

(g) Any payments made by the County under this Contract are pledged by the Authority to secure the payment of the Series 2022 Certificate in accordance with the Resolution. There is hereby created a first and paramount lien on any and all tax revenue received by the County under or pursuant to the provisions hereof to secure the payment of the Debt Service on the Series 2022 Certificate, and the lien of this pledge shall be valid and binding against the County and against all parties having claims of any kind against the County whether such claims shall arise from tort, contract or otherwise and irrespective of whether such parties have notice thereof. Until paid as herein required, the County shall hold all proceeds of taxes collected for such purpose in a separate and special fund, in trust, the beneficial interest in which shall be in the Authority or the holders of the Series 2022 Certificate as their interest may from time to time appear. The lien created herein is superior to any which hereafter can be created, except that said lien may be extended, with the consent of the County, to cover any Parity Certificates which may be issued hereafter pursuant to the Resolution.

(h) So long as any Certificates are outstanding and unpaid, the County hereafter shall not enter into a contract with the Authority or any other entity which creates a lien on revenues to be derived from the tax to be levied hereunder superior to, or on parity with (except as provided in the Resolution), the lien created hereunder.

(i) The County shall not enter into any other contract with the Authority or any other entity which provides for payment to be made by the County from moneys derived from the levy of a tax, within the maximum millage now or hereafter authorized by the Hospital Authorities Law, if the annual payment of all amounts payable or currently budgeted under all contracts then in existence with the Authority or any other entity, together with the annual payment of all amounts to be made under the proposed contract in each future Sinking Fund Year, would exceed the amount then capable of being produced by a levy of a tax within the maximum millage now or hereafter authorized by the Hospital Authorities Law, as shown by the latest tax digest of the County available immediately preceding the execution of any such contract or supplemental contract.

(j) Notwithstanding anything to the contrary contained herein, the obligation of the County to make the payments required pursuant to the provisions of this Section 3 at the times and in the manner specified shall be absolute and unconditional and such payments shall not be abated or reduced because of damage to or destruction of the Health Care System, failure to operate or maintain the Health Care System, *force majeure*, or for any reason whatsoever. Until such time as the principal of premium, if any, and interest on the Series 2022 Certificate shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Resolution, the County agrees that (i) it shall not suspend or discontinue any payments provided for herein and (ii) it will not terminate the Contract for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to any of the Authority's facilities, the taking by eminent domain of title to or temporary use of any or all of the Authority's facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of Georgia, or any political subdivision of either thereof, or any failure of any party to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Contract, the Lease, or otherwise. Furthermore, notwithstanding anything to the contrary contained herein, the County shall not exercise any right of set-off or any similar right with respect to such payments, nor will it withhold any such payments because of any claimed breach of this Contract by the Authority. This provision is incorporated herein for the benefit of the owners of the Certificates and it shall not affect the obligation of the Authority to perform this Contract or otherwise, nor shall this provision otherwise affect the remedies available to the County on account of any such claimed breach by the Authority.

(k) Unless otherwise available electronically on a public website, the County shall provide the registered owner of the Series 2022 Certificate with audited annual financial statements within 365 days of the close of its fiscal year. Additionally, the County shall provide the registered owner of the Series 2022 Certificate with a copy of its annual budget, as adopted or amended, within 30 days of adoption or amendment, and such other reports that are available for dissemination by the County as may be reasonably requested from time to time by the registered owner of the Series 2022 Certificate.

Section 4. Mutual Agreements.

The Authority and the County mutually agree as follows:

(a) The Authority shall pay the Debt Service on the Series 2022 Certificate as the same becomes due and payable. The money to be received by the Authority from the County pursuant to this Contract for the payment of Debt Service, as well as the Gross Revenues of the Health Care System otherwise obtained, have been irrevocably pledged to the payment of the Debt Service on the Series 2022 Certificate as the same becomes due and payable.

(b) After the issuance of the Series 2022 Certificate, the Authority from time to time may issue Parity Certificates provided that all conditions of Section 509 of the Resolution are satisfied, including specifically the entering into of an amendment to this Contract or a new contract. The County has made no commitment to the Authority relating to the issuance of Parity

Certificates and shall be under no compulsion to amend this Contract or execute a new contract to permit such issuance.

(c) The term “**indigent**” as used herein shall be construed to mean such persons living in the County as shall be certified as being entitled to receive the medical care and services of the Health Care System. The services and facilities of the Health Care System hereinbefore referred to is construed to mean the usual care rendered to patients in a hospital, including food, general nursing care and supervision (but not a special nurse), use of operating room and facilities, use of x-ray facilities (but not x-ray treatment), use of the usual and customary out-patient clinical services and facilities, medicine and drugs. All other services, facilities, and materials not specifically enumerated above shall constitute extras and be accounted and paid for accordingly.

(d) The provisions of the Hospital Authorities Law are incorporated herein as a part hereof as though fully set forth herein verbatim.

(e) Nothing set forth herein shall prevent the Authority from entering into a lease or management agreement or similar arrangement with respect to the Health Care System, or effecting a reorganization or restructuring, all as contemplated by the Resolution, so long as the conditions set forth in the Resolution relating thereto are complied with, and no such agreement, arrangement, reorganization or restructuring shall affect the validity of this Contract or the obligation of the County to make the payments provided for hereunder.

(f) While this Contract is between the parties hereto, it is acknowledged that the owner of the Series 2022 Certificate has an interest herein and is a third party beneficiary of this Contract, and the parties hereto covenant for the benefit of said holder that this Contract cannot be modified or amended in any particular which would in any respect adversely affect the rights of any such holder; provided, however, this Contract may be amended by increasing the obligation of the County to make payments so as to permit the issuance of Parity Certificates in accordance with Section 509 of the Resolution, in which event the holders of the Parity Certificates also shall have an interest herein and shall be third party beneficiaries of this Contract, but no such amendment may decrease the payments to be made with respect to the Series 2022 Certificate.

(g) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Contract, which said provisions shall remain in full force and effect.

(h) For so long as the Series 2022 Certificate is outstanding, the registered owner of the Series 2022 Certificate shall be an express third-party beneficiary of this Contract and shall be entitled to enforce, the provisions of this Contract.

(i) The parties may execute this Contract in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement.

(j) This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Contract to be executed in duplicate as of the day and year first above written.

EFFINGHAM COUNTY, GEORGIA

(S E A L)

By: _____
Chairman
Board of Commissioners of Effingham County

Attest: _____
Clerk, Board of Commissioners of
Effingham County

Sworn to and subscribed before me
this ___ day of _____, 2022.

Notary Public

HOSPITAL AUTHORITY OF
EFFINGHAM COUNTY

(S E A L)

By: _____
Chairman

Attest: _____
Secretary

Sworn to and subscribed before me
this ___ day of _____, 2022.

Notary Public

[Signature Page to Contract]